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WILLIAM T. WALSH, CLERK  
UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

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TENAFLY ERUV ASSOCIATION, INC., CHAIM  
BOOK, YOSIFA BOOK, STEFANIE DARDIK  
GOTLIEB, and STEPHEN BRENNER,

Plaintiffs,

-v.-

THE BOROUGH OF TENAFLY, ANN  
MOSCOVITZ, individually and in her official  
capacity as Mayor of the Borough of Tenaflly,  
CHARLES LIPSON, MARTHA B. KERGE,  
RICHARD WILSON, ARTHUR PECK, JOHN T.  
SULLIVAN, each individually and in their official  
capacities as Council Members of the Borough of  
Tenaflly,

Defendants.

UNITED STATES  
Civil Action No. 00-6051 (WGB)

Hon. William G. Bassler, U.S.D.J.

CONSENT ORDER

This Matter having been presented to the Court upon the consents of counsel and  
the parties affixed hereto;

WHEREAS, an Eruv was erected by plaintiff Tenaflly Eruv Association, Inc.  
("TEAL"), within the Borough of Tenaflly New Jersey; and

WHEREAS, the defendant Borough of Tenaflly ("the Borough") claimed that the  
Eruv was erected and maintained in violation of a municipal ordinance and the Borough  
attempted to cause removal of the Eruv, and

WHEREAS, in a decision dated October 24, 2002, the United States Court of  
Appeals for the Third Circuit ("Third Circuit") reversed this Court's earlier decision (155 F.  
Supp.2d 142) denying plaintiffs' request for a preliminary injunction and ordered that a

preliminary injunction be entered (309 F.3d 144), and such an Order was entered by this Court, and

WHEREAS, in a decision dated November 20, 2002, the Third Circuit denied defendants' request for rehearing or rehearing en banc; and

WHEREAS, the defendants filed a Petition for a Writ of Certiorari, which was denied by the United States Supreme Court; and

WHEREAS, the defendants moved to add Verizon Communications, Inc. ("Verizon") and Cablevision of New Jersey ("Cablevision") as Third Party Defendants, which motion was denied; and

WHEREAS, Verizon has issued an Attachment Permit, dated June, 21 2005 (the "Attachment Permit") annexed as Exhibit A, and

WHEREAS, the parties now desire to amicably resolve this litigation without any admissions of liability and to avoid the uncertainty of further legal proceedings;

IT IS on this 6<sup>th</sup> day of March 2006 hereby

1. ORDERED that the Borough consents to the existence, restoration, reestablishment, maintenance, repair, and upkeep of the Eruv, as and where it currently exists on utility poles located on municipal property and/or on the municipal right-of-way within the Borough of Tenaflly, New Jersey; and it is further

2. ORDERED that, in accord with the provisions of the Attachment Permit, annexed as Exhibit A, the Eruv may be extended by the addition of lechis to telephone poles throughout the Borough but nothing in this Consent Order shall be construed to permit the stringing of wires or the placement of additional poles in the municipal right of way or in any

other municipal property, only the addition, removal and maintenance of lechis on existing poles ; and it is further

3. ORDERED that the TEAI and its successors and assigns shall at all times comply with the requirements of Exhibit B annexed hereto and made a part hereof, in the existence, restoration, reestablishment, maintenance, repair, upkeep and/or extension of the Eruv; and it is further

4. ORDERED that the Borough be and is permanently enjoined and restrained from enforcement of Tenaflly Ordinance No. 691, and any similar municipal ordinance or resolution hereinafter adopted, prohibiting the existence, restoration, reestablishment, maintenance, repair, upkeep, or extension of the Eruv in the Borough of Tenaflly; and it is further

5. ORDERED that TEAI shall maintain the Eruv without any public funding from the Borough or the assistance of any of its employees, except that the Eruv shall be entitled to the same protection by Borough law enforcement as any other materials lawfully placed upon public property; and it is further

6 ORDERED that, within ninety (90) days of the entry of this Consent Order, the Borough shall pay to Plaintiffs the sum of three hundred twenty five thousand dollars (\$325,000) by check payable to Weil Gotshal & Manges, LLP, as attorneys, which shall represent full and final payment of all claims for monetary damages, attorneys' fees, costs and/or disbursements , and Plaintiffs agree that Plaintiffs and each and every law firm retained by Plaintiffs in this matter are bound by this attorneys' fees/costs/disbursements settlement as reflected in this Consent Order , and Plaintiffs and their law firms agree that they will not seek any further monetary payments from Defendants; and it is further.

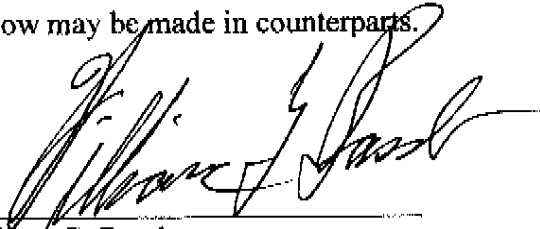
7. ORDERED that the Borough shall not bring any, action, proceeding or claim against Verizon or Cablevision, or their successors or assigns, arising out of the establishment, maintenance or extension of the Eruv, this Consent Order or the subject matter of this litigation, and it is further

8. ORDERED that the parties and attorneys signing below hereby release and forever discharge each other, Verizon and Cablevision, their representatives, agents, employees, elected officials, successors, heirs, and estates from all controversies, suits, actions, causes of action, judgments, damages, expenses, attorneys fees, claims or demands, which they ever had, or now have, concerning, regarding, or relating to the subject matter of this litigation, including all claims for attorneys' fees, costs or disbursements or reimbursement of attorneys' fees or costs or disbursements as might be allowable based upon this lawsuit or pursuant to the Federal Civil Rights Act at 42 U.S.C. Sections 1983 or 1985, or pursuant to any similar statute or rule containing any attorneys' fees or fee-shifting provision, and the Plaintiffs and their attorneys shall forthwith execute such satisfactions releases and warrants as may be necessary to discharge and release any and all judgments or orders for the payment of such fees and/or costs that may have previously been entered in this matter, including but not limited to all fees and costs awarded to the plaintiffs in the Third Circuit Court of Appeals. The sole exception to this paragraph is that the Borough, the TEAI and any successor thereto shall remain liable for the obligations created by this Consent Order, and it is further

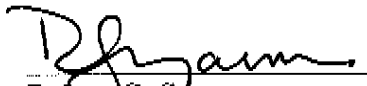
9. ORDERED that this action is dismissed with prejudice and without costs, subject only to the provisions of this Consent Order, which shall constitute a Final Order of this Court, and the Court shall retain jurisdiction to enforce the terms of this Consent Order; and it is further

10. ORDERED that the signatures below may be made in counterparts.

Dated: MARCH 6 2006  
Newark, New Jersey

  
\_\_\_\_\_  
William G. Bassler  
U.S.D.J.

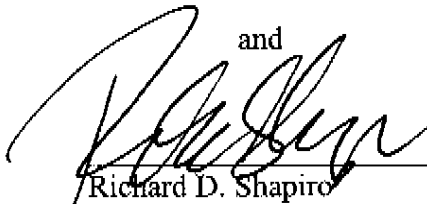
CONSENT AS TO FORM AND ENTRY:

 Dated: 1/19/06 Tenaflly Eruv Association, Inc.

Robert G. Sugarman  
Weil, Gotshal & Manges LLP  
767 Fifth Avenue  
New York, NY 10153  
Telephone: (212) 310-8000

By: \_\_\_\_\_ Dated: \_\_\_\_\_

By: \_\_\_\_\_ Dated: \_\_\_\_\_

and  
 Dated: 1/24/06

Richard D. Shapiro  
Helling Lindeman Goldstein & Siegal LLP  
One Gateway Center  
Newark, NJ 07102  
Telephone: (973) 621-9020

\_\_\_\_\_ Dated: \_\_\_\_\_  
Chaim Book

\_\_\_\_\_ Dated: \_\_\_\_\_  
Yosifa Book

\_\_\_\_\_ Dated: \_\_\_\_\_  
Stefanie Dardik Gotlieb

\_\_\_\_\_ Dated: \_\_\_\_\_  
Stephen Brenner

*Attorneys for Plaintiffs*

*Plaintiffs*

\_\_\_\_\_ Dated: \_\_\_\_\_  
William R. McClure  
Picinich and McClure  
139 Harrison Road  
Suite 101  
Glen Rock, NJ 07452  
Telephone: (201) 493-1660

The Borough of Tenaflly

By: \_\_\_\_\_ Dated: \_\_\_\_\_

\_\_\_\_\_ Dated: \_\_\_\_\_  
Ann Moscovitz

\_\_\_\_\_ Dated: \_\_\_\_\_  
Charles Lipson

\_\_\_\_\_ Dated: \_\_\_\_\_  
Thomas B. Hanrahan  
Thomas Hanrahan & Associates  
80 Grand Avenue  
River Edge, NJ 07661  
Telephone: (201) 525-1011

\_\_\_\_\_ Dated: \_\_\_\_\_  
Martha B. Kerge

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Richard Wilson

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Robert G. Sugarman  
Weil, Gotshal & Manges LLP  
767 Fifth Avenue  
New York, NY 10153  
Telephone: (212) 310-8000

and

\_\_\_\_\_  
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Hellring Lindeman Goldstein & Siegal LLP  
One Gateway Center  
Newark, NJ 07102  
Telephone: (973) 621-9020

*Attorneys for Plaintiffs*

\_\_\_\_\_  
William R. McClure  
Picinich and McClure  
139 Harrison Road  
Suite 101  
Glen Rock, NJ 07452  
Telephone: (201) 493-1660

\_\_\_\_\_  
Thomas B. Hanrahan  
Thomas Hanrahan & Associates  
80 Grand Avenue  
River Edge, NJ 07661  
Telephone: (201) 525-1011

Tenafly Eruv Association, Inc.

By: Chaim B. Book Dated: 1/21/06  
Chaim B. Book, President

By: Cindy T. Osen Dated: 1/21/06  
Cindy T. Osen, Secretary

Chaim B. Book Dated: 1/21/06  
Chaim B. Book

Yosifa Book Dated: 1/21/06  
Yosifa Book

\_\_\_\_\_  
Stefanie Dardik Gotlieb

\_\_\_\_\_  
Stephen Brenner

*Plaintiffs*

The Borough of Tenafly

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Hellring Lindeman Goldstein & Siegal LLP  
One Gateway Center  
Newark, NJ 07102  
Telephone: (973) 621-9020

*Attorneys for Plaintiffs*

\_\_\_\_\_  
Dated:  
William R. McClure  
Picinich and McClure  
139 Harrison Road  
Suite 101  
Glen Rock, NJ 07452  
Telephone: (201) 493-1660

\_\_\_\_\_  
Dated:  
Thomas B. Hanrahan  
Thomas Hanrahan & Associates  
80 Grand Avenue  
River Edge, NJ 07661  
Telephone: (201) 525-1011

Tenaflly Eruv Association, Inc.

By: \_\_\_\_\_ Dated: \_\_\_\_\_

By: \_\_\_\_\_ Dated: \_\_\_\_\_

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Dated:  
Chaim Book

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Dated:  
Yosifa Book

*Stefanie Dardik Gotlieb* Dated: 1/19/06  
Stefanie Dardik Gotlieb

\_\_\_\_\_  
Dated:  
Stephen Brenner

*Plaintiffs*

The Borough of Tenaflly

By: \_\_\_\_\_ Dated: \_\_\_\_\_

\_\_\_\_\_  
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Martha B. Kerge

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Dated:  
Richard Wilson



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Robert G. Sugarman  
Weil, Gotshal & Manges LLP  
767 Fifth Avenue  
New York, NY 10153  
Telephone: (212) 310-8000

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and

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Dated:

  
Stephen Brenner

Dated: 1/20/06

*Attorneys for Plaintiffs*

*Plaintiffs*

\_\_\_\_\_  
William R. McClure  
Picinich and McClure  
139 Harrison Road  
Suite 101  
Glen Rock, NJ 07452  
Telephone: (201) 493-1660

Dated:

The Borough of Tenaflly

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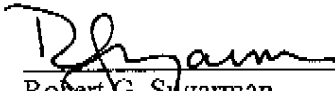
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Martha B. Kerge

Dated:

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Richard Wilson

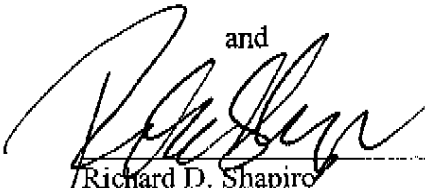
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Robert G. Sugarman  
Weil, Gotshal & Manges LLP  
767 Fifth Avenue  
New York, NY 10153  
Telephone: (212) 310-8000

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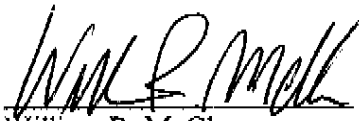
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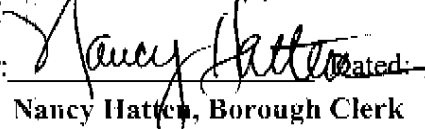
*Attorneys for Plaintiffs*

*Plaintiffs*


The Borough of Tenaflly

 Dated: 2/21/06  
William R. McClure  
Picinich and McClure  
139 Harrison Road  
Suite 101  
Glen Rock, NJ 07452  
Telephone: (201) 493-1660

By:  Dated: 2/21/06  
Peter S. Rustin, Mayor

By:  Dated: 2/21/06  
Nancy Hatten, Borough Clerk

\_\_\_\_\_ Dated: \_\_\_\_\_  
Ann Moscovitz

 Dated: \_\_\_\_\_  
Charles Lipson


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Arthur Peck

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80 Grand Avenue  
River Edge, NJ 07661  
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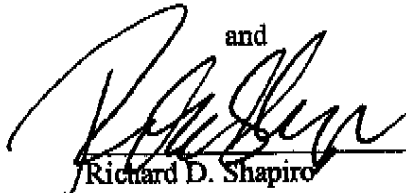
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767 Fifth Avenue  
New York, NY 10153  
Telephone: (212) 310-8000

By: \_\_\_\_\_ Dated: \_\_\_\_\_

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 and  
Richard D. Shapiro

Helling Lindeman Goldstein & Siegal LLP  
One Gateway Center  
Newark, NJ 07102  
Telephone: (973) 621-9020

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Stephen Brenner

*Attorneys for Plaintiffs*

*Plaintiffs*

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Suite 101  
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Telephone: (201) 493-1660

By: \_\_\_\_\_ Dated: \_\_\_\_\_

Nancy Hatten, Borough Clerk

 Dated: 1/25/06

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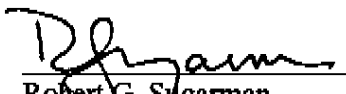
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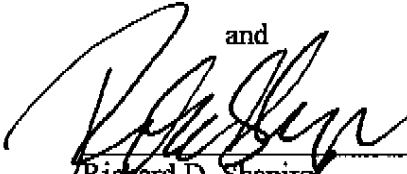
Arthur Peck

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Weil, Gotshal & Manges LLP  
767 Fifth Avenue  
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One Gateway Center  
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*Attorneys for Plaintiffs*

*Plaintiffs*

The Borough of Tenaflly

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Charles Lipson

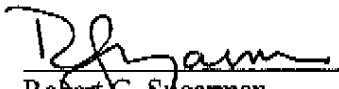
\_\_\_\_\_ Dated: \_\_\_\_\_  
Thomas B. Hanrahan  
Thomas Hanrahan & Associates  
80 Grand Avenue  
River Edge, NJ 07661  
Telephone: (201) 525-1011

 Dated: 1/26/2006  
Martha B. Kerge

\_\_\_\_\_ Dated: \_\_\_\_\_

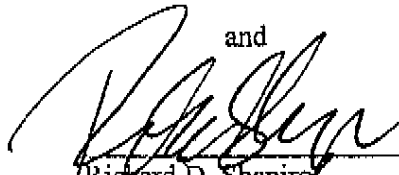
Arthur Peck

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Weil, Gotshal & Manges LLP  
767 Fifth Avenue  
New York, NY 10153  
Telephone: (212) 310-8000

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Stephen Brenner

*Attorneys for Plaintiffs*

*Plaintiffs*

The Borough of Tenaflly

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William R. McClure  
Picinich and McClure  
139 Harrison Road  
Suite 101  
Glen Rock, NJ 07452  
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Thomas B. Hanrahan  
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Gregory K. Mueller  
Lebson & Mueller PC  
26 Franklin Street  
Tenafly, NJ 07670  
Telephone: (201) 567-4969

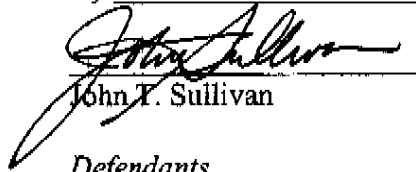
*Attorneys for Defendants*

Dated:

The estate of Richard Wilson

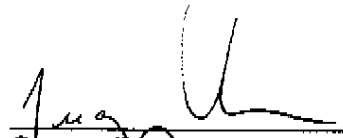
By:

Dated:

  
John T. Sullivan  
*Defendants*

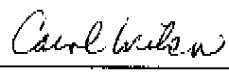
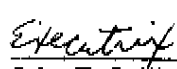
Dated:

14<sup>th</sup> January  
2006

  
Dated: 1/26/06  
Gregory M. Mueller  
Lebson & Mueller PC  
26 Franklin Street  
Tenafly, NJ 07670  
Telephone: (201) 567-4969

*Attorneys for Defendants*

The estate of Richard Wilson

By:  Dated: 1/26/06  
  
John T. Sullivan

*Defendants*

CONSENT AS TO FORM AND ENTRY:

\_\_\_\_\_  
Robert G. Sugarman  
Weil, Gotshal & Manges LLP  
767 Fifth Avenue  
New York, NY 10153  
Telephone: (212) 310-8000

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One Gateway Center  
Newark, NJ 07102  
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*Attorneys for Plaintiffs*

\_\_\_\_\_  
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Picinich and McClure  
139 Harrison Road  
Suite 101  
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Tenafly Eruv Association, Inc.

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Stefanie Dardik Gotlieb Dated: 1/19/06  
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\_\_\_\_\_  
Stephen Brenner

*Plaintiffs*

The Borough of Tenafly

By: \_\_\_\_\_ Dated: \_\_\_\_\_

\_\_\_\_\_  
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\_\_\_\_\_  
Charles Lipson

\_\_\_\_\_  
Martha B. Kerge

\_\_\_\_\_  
Richard Wilson



Exhibit A

VERIZON NEW JERSEY, INC.

ERUV ATTACHMENT BY A THIRD PARTY

Attachment Permit

Permit Number BC-05-03

Permission is hereby granted to Tenafly Eruv Association, Inc., Tenafly, New Jersey herein after referred to as the "Licensee", by the Verizon New Jersey, Inc., herein after referred to as the "Licensor", to attach markers to the poles of the "Licensor", for the purpose of establishing an "ERUV" area. All rights to make such attachments are expressly conditioned upon the strict observance by the Licensee of each and all of the following conditions:

1. Licensee shall submit evidence of lawful authority to place and maintain pole attachments in appropriate municipalities. Attachments shall be limited to all Verizon owned poles in the Borough of Tenafly. Amendments may be made by written request to the Licensor:

Verizon New Jersey, Inc.  
Mr. Ronald Kempe, Sr.  
Teaneck Road, 2<sup>nd</sup> Floor, OPPE  
Teaneck, NJ 07666

2. Markers shall be made of ½ inch or smaller, half-round, black plastic molding stapled to the pole and extending from the ground line to a position immediately below the lowest telephone cable suspension strand. They may be topped with a light colored plastic or rubber cap for ease of identification. Markers shall be installed by and at the expense of Licensee and shall be placed on the minimum number of poles necessary to complete the ERUV.
3. Licensee to be responsible for maintenance of markers. Licensor is not to be obligated in any way to maintain poles, wires, cable or any other construction for Licensee purposes, or to maintain markers on poles (i.e. should they be removed in connection with other work) or to notify Licensee of any changes in plant.
4. Licensee to pay Licensor for any survey expense required to determine number or location of markers, compliance with Agreement, or for any other reason. Such surveys will not be made more often than once a year and upon notice to Licensee unless, in Licensor's judgment, such inspections are required for reasons involving safety or are required because of a violation of the terms of this Agreement by Licensee. All charges for such inspections shall be based upon the full cost and expense to the Licensor including any surcharges. The cost shall be

ENCLOSURE 'A'

determined in accordance with the regular and customary methods used by the Licensor in determining such costs.

5. The Licensee shall indemnify and save harmless the Licensor, from any and all loss resulting from injury or damage to persons or property, including injuries to the employees or damage to persons or property of the Licensor arising out of, resulting from, or in any manner caused by the presence, use or maintenance of said attachments on said poles or by the acts or omissions of the agents or employees of the Licensee while engaged in the work of placing, maintaining or renewing said attachments on said poles, or of removing them therefrom; and such loss shall include all costs, charges, expense and attorney's fees reasonably incurred in connection with such injury or damage and also any payments made by the Licensor to its injured employees, or to their relatives, or representatives, unconformity with (1) provision of any Workmen's Compensation Action or any act creating a liability in the employer to pay compensation for personal injury to an employee by accident arising out of and in the course of employment, whether based on negligence on the part of the employer or not, and (2) any plan for employee's disability benefits or death benefits not established or hereafter adopted by the Licensor.
6. Licensee shall carry insurance to protect the parties hereto from and against any and all claims, demands, actions, judgments, costs, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly, from or by reason of such loss, injury or damage. (The amounts of such insurance against liability due to damage to property shall be no less than Fifty Thousand Dollars (\$50,000.00) as to any one accident, and aggregate of Two Hundred Thousand Dollars (\$200,000.00) during the policy year, and against liability due to injury or death of persons no less than Three Hundred Thousand Dollars (\$300,000.00) as to any one person and Five Hundred Thousand Dollars (\$500,000.00) as to any one accident). Licensee shall also carry insurance as will protect it from all claims under any Workmen's Compensation Laws in effect that may be applicable to it. All insurance required shall be in force for the entire life of this Agreement and the company or Companies issuing such insurance shall be approved by Licensor. Licensee shall submit to Licensor certificates by each Company insuring Licensee to the effect that it has insured Licensee for all liabilities of Licensee under this Agreement and that it will not cancel or change any policy of insurance issued to Licensee except after thirty (30) days written notice to Licensor.
7. Agreement may be canceled by either Licensor if provisions of Agreement are not followed by Licensee or if arrangement is found to be objectionable for any reason. This Agreement shall be terminated only by written notice from the Licensee:

Tenafly Eruv Association, Inc.  
C/o Chaim Book  
112 Highwood Avenue  
Tenafly, NJ 07670

Or by written notice from the Licensee to the Licensor at the address shown in paragraph 1.

Upon the termination of the permission hereby granted, the Licensee shall, within 30 days of receipt of said notice of termination, remove any or all of its markers hereby permitted from said poles and, upon its failure to do so, the Licensor may make such removal at the cost and expense of the Licensee.

IN WITNESS WHEREOF, the parties hereto have caused their presence to be duly executed this 21st day of June 2005.

WITNESS

Tenafly Eruv Association, Inc.

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President

WITNESS

Verizon New Jersey, Inc.

  
Mary Jo Simonovich


  
Ronald Kempe, Sr.  
Right of Way Engineer  
Hudson/Bergen OPPE

Exhibit B

**EXHIBIT B**

1. The installation and maintenance of lechis shall be performed only by personnel who have received appropriate training about working safely on utility poles. The requirement shall not apply to maintenance work that can be performed from ground level without the use of a ladder or other elevation device.
2. In the event that the police or any other municipal employees observe anyone installing or maintaining lechis in a manner contrary to the guidelines set forth herein, then the police and/or other appropriate municipal employees shall have the right to stop the installation and/or maintenance work until the guidelines set forth herein are followed.
3. Before working to install lechis on any telephone poles in Tenaflly, the TEAI shall so advise the Chief of the Tenaflly Police and the Tenaflly Borough Administrator, identifying the location of the pole(s) on which such installation work is to be done.
4. No aluminum or other electrically conductive ladders shall be used when erecting or maintaining lechis on the telephone poles.
5. All hammers and other tools and devices used to affix lechis to telephone poles shall be properly secured with a lanyard when working at a height of ten (10) feet or more above the ground.
6. In the event that the TEAI proposes to use of a hydraulic bucket lift mounted on a motor vehicle to install or maintain lechis on more than two telephone poles on any one street in Tenaflly, then a Tenaflly Police Officer shall be required to be present at all times during said work, and that the TEAI shall be required to reimburse the Borough of Tenaflly for the wages paid to the Police Officer.
7. No work to install or maintain lechis shall be done on Saturdays, Sundays, or on the following holidays: New Years Day, July 4<sup>th</sup>, Memorial Day, Labor Day, Thanksgiving, Christmas Day, and Yom Kippur. No outside work without special permission). No work to install or maintain lechis shall be done on weekdays before 7:00am or after 8:00pm.
8. At all times the TEAI shall maintain a comprehensive general liability insurance policy covering any and all claims for property damage, personal injury and other losses related to the installation, maintenance, existence and use of the Eruv in the Borough of Tenaflly. Such policy shall have split limits of no less than: \$300,000/500,000 for bodily injury or death; and \$50,000/\$200,000 for damage to property. The TEAI shall, no less frequently than annually, provide the Tenaflly Borough Clerk with proof of said insurance.

**EXHIBIT 'B'**